STARKEY VETERA AFFAIRS 1-800- -8602

DATE:

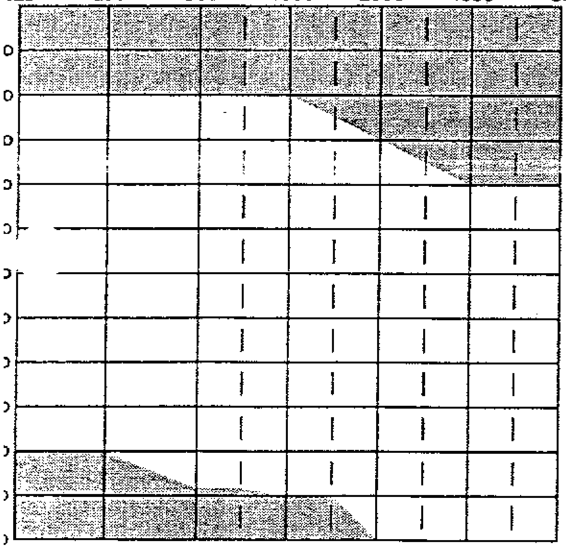
☐Mr. ☐Mrs. LAST NAME FIRST NAME LAST 4 DIGITS S.S. #:

L TO: DATE:
VA CONTRACT V797P – 1978q
Prosthetic Center – Denver Distribution Center
P.O. Box 25166 Denver, Colorado 80225

SHIP TO:

CONTACT INFORMATION:
NAME:
HOSPITAL:
PHONE: EXT.
To avoid delay, may we select features and performance if your selections are not consistent with design criteria?
☐ YES ☐ NO ☐ CALL ME

125 250 500 1000 2000 4000 8K



SPEECH AUDIOMETRY ☐HL ☐SPL

	RIGHT	LEFT	BINAURAL
SRT Speech Reception Threshold	dB	dB	dB
MCL Most Comfortable Level	dB	dB	dB
UCL Uncomfortable Level	dB	dB	dB
Discrimination In Quiet: Speech Level	dB	dB	dB
Discrimination In Quiet: Score	%	%	%

HEARING AID HISTORY

	RIGHT	LEFT
Previous User	☐Yes ☐No	☐Yes ☐No
Hearing Aid Model		
Gain		
Output		

Venting: ☐ None ☐ Small ☐ Medium ☐ Large ☐ Non-Occluding
V.C. Setting At Use Gain: ☐1/4 ☐1/2 ☐3/4 ☐ Full-On

MATRIX COORDINATES
R. OUTPUT R. GAIN R. SLOPE R. VENT L. OUTPUT L. GAIN L. SLOPE L. VENT

SPECIAL INSTRUCTIONS:

R L **CE•9**
R L **INTRA•V**
R L **SECRETEAR**
R L **LOW PROFILE**
R L **HALF CONCHA**

SERIES•9 AMPLIFIER OPTIONS
R L **DSC** Discovery I INTRA•V, H. Concha, L Profile only
R L **DCR** Discovery II CRR Response CE•9 only
R L **DMM** Discovery II MultiMatrix™ Response CE•9 only
R L **OSP** Output Signal Processing
R L **SII** S•Amp II Amplifier
R L **KII** K•Amp II Amplifier
R L **HDB** High Definition Power

R L **TM CE** CE Masker
R L **TM CC** INTRA Masker
R L **TML** Masker/Hearing Aid (CE only)
R L **TML** Masker/Compression H.A. (CE only)

FACEPLATE OPTIONS
☐ Pink ☐ Light Brown ☐ Medium Brown ☐ Dark Brown
☐ Matte Finish ☐ Wind Hood ☐ Wind Screen ☐ Removal Notches
☐ Tall Volume Control Cap ☐ Mini Variable Vent (INTRA only)
☐ Select-A-Vent (CE only) R L **AI** Audio Input (CE only)

SHELL OPTIONS
R L **IROS** Venting
R L **SOFT** Soft Coat
R L **PV** Probe Tube Vent (CE only)
R L **HYPO** Hypoallergenic FPC Coat
R L Full Helix (CE only)
R L **FLEX** Flex Canal (CE only)
R L **CLEAR** Hypoallergenic Clear Lucite

CROS OPTIONS (available on CE only)
☐ **CROS**
☐ **BICROS**
☐ **PCROS/CR** Power CROS w/custom receiver
☐ **PCROS/BO** Power CROS w/bone oscillator
☐ **RCROS** Receiver CROS
☐ **MCROS** Multi CROS
☐ **D-BICROS** Delux Bi-CROS
☐ **PCROS/BR** Power CROS w/button reciever

DISPENSER CONTROL OPTIONS
R L **LFP** Variable Low Cut Pot
R L **LFS** Variable Low Cut Switch
R L **HFP** Variable High Cut Pot
R L **HFS** Variable High Cut Switch
R L **ALC** Active Low Cut Pot
R L **AHC** Active High Cut Pot
R L **LP** Output Limiting Pot
R L **LPS** Output Limiting Switch
R L **GP** Gain Potentiometer
R L **GS** Gain Switch
R L **AGC** AGC Kneepoint Pot
R L **TK** Threshold Kneepoint Pot
R L **STC** StarCoil Telecoil
R L **TC/S** Telephone Coil & Switch (CE only)
R L **TBC** Telephone Booster Circuit (CE only)
R L **MTB** Mic-T-Coil-Both Switch
R L **SSVC** Screw Set Volume Control
R L **PPF** Power Peak Filter (with HDP only)
R L **RPC** Resonant Peak Control
R L **TNF** Tuneable Notch Filter (HDP/CE only)
R L **FSLC** Full Spectrum Low Cut
R L **FSLC/S** Full Spectrum w/Switch
R L **FSD** Full Spectrum Deluxe

SPECIAL INSTRUCTIONS

TO: Director
VA Denver Distribution Center

FROM: Contracting Officer (905C)

COMMENTS:

✓ The plan as submitted can be used as a basis for negotiation.

_____ The plan as resubmitted on ________________ can be used as a basis for negotiation.

_____ Plan is not acceptable for the following reason(s).

Robert A Shults 9-16-94
Signature Date

Attachment 1

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

DATE: 9/8/94

CONTRACTOR: Starkey Labs. Inc

ADDRESS: PO Box 9457, Eden Prairie, MN 55440 6700 Washington Ave S Eden Prairie, MN 55344

SOLICITATION OR CONTRACT NUMBER: RFP 791-01-94

ITEM/SERVICE: FSS Group 65, Custom In-The-Ear Hearing Aids

The following, together with an attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, Section 211 and FAR 19.7.

1. (a) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this: (Select only one of three.)

   (i) Individual Plan (This Contract Only) is $3,720,000.

   (ii) Division-wide plan is $________
   (Represents ___% of Total Annual Sales)

   (iii) Company-wide plan is $ _________
   (Represents ___% of Total Annual Sales)

(Select only one of three)

(b) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the plan cited above or to the contract awarded under the solicitation cited.

   (i) Small business concerns: 32 % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.

   (ii) Small disadvantaged business concerns: .3 % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals.

Attachment 1
Page 2

(c) The following dollar values correspond to the percentage goals shown in (1) above.

(i) Total dollars planned to be subcontracted to small business concerns: $ 1,190,000.

(ii) Total dollars planned to be subcontracted to small disadvantaged business concerns: $11,160.

(d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small, small disadvantaged and large concerns is as follows:

Small Business	Small Disadvantaged Business	Large Business
Supplies	Supplies	Componets
Parts	Services	Parts
Pkg		Parts

(e) The following method was used in developing subcontracts goals (i.e., Statements explaining how the product and services areas to be subcontracted were established, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how small and small disadvantaged business concerns' capabilities were determined.)

Small business activities were expanded during current year efforts in that direction will continue. Limiting factors may be (a) economic times, (b) our continuring efforts to become self reliant

(f) the following method was used to identify potential sources for solicitation purposes:

xx (i) Existing company source lists.

(ii) The Procurement Automated Source Systems (PASS) of the Small Business Administration.

(iii) The National Minority Purchasing Council Vendor Information Services.

Attachment 1
Page 3

(iv) The Research and Information Division of the Minority Business Development Agency in the Department of Commerce.

XX (v) Small and small disadvantaged business concerns trade associations.

(vi) Additions to (or deletions from) the service specified above are as follows:

____

____

____

2. The following individual will administer the subcontracting program:

NAME: Paul Demmer, General Accounting Manager

ADDRESS AND TELEPHONE: PO Box 9457, Mpls. MN 55440
800-328-8602

TITLE: General Accounting Manager

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's small business program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

(a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.

(b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.

(c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.

Attachment 1
Page 4

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantaged business concerns participation.

(e) Ensuring periodic rotation of potential subcontractors by bidders lists.

(f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.

(m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.

(n) Additions to (or deletions from) the duties specified above are as follows:

____

____

____

____

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

(i) Contracts with minority and small business trade associations.

(ii) Contracts with business development organizations

(iii) Attendance at small and minority business procurement conferences and trade fairs.

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted.

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small and small disadvantaged business concern source lists, guides, and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

____
____
____
____

4. The offeror (contractor) agrees that the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts of $500,000 or more will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of public Law 95-507, and assuring that all minimum requirements of a acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.

5. The offeror (contractor) agrees to (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to

determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit SFs 294 and 295.

6. The offeror (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated.):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contracted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating (a) whether small business concerns were solicited and if not, why not, (b) whether small disadvantaged business concerns were solicited and if not, why not, and (c) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (a) trade associations, (b) business development organizations, and, (c) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. (Not applicable to company or division-wide annual plans.)

(vii) Records to be maintained in addition to be above are as follows:

____

____

____

COMPANY WIDE

Attachment 1
Page 8

(ATTACHMENTS MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

	PRIOR YEAR/ CONTRACT GOALS	*PRIOR YEAR/ CONTRACT ACHIEVEMENTS
Total Subcontracting dollars	50,000,000	57,000,000
Small Business dollars	7,500,000	13,500,000
Small Business percent	15	24
Small Disadvantaged dollars	500,000	180,000
Small Disadvantaged percent	1	.3

GOALS PROJECTED FOR CURRENT YEAR/CONTRACT

Total Subcontracting dollars	3,720,000	VA CONTRACT ONLY
Small Business dollars	1,190,000	
Small Business percent	32	
Small Disadvantaged dollars	11,160.	
Small Disadvantaged percent	.3	

* If total prior year contract achievements are not available, use actual figures and estimate balance.

Attachment 1
Page 7

Effective period of this subcontracting plan is: (Individual plans should cover the entire period of performance.)

TO

10	1	94		09	30	96
Month	Day	Year		Month	Day	Year

In the event your company's fiscal year is for a period other than the proposed contract period of this solicitation, you will be required to submit a new subcontracting plan for approval sixty (60) days prior to expiration of the existing subcontracting plan. In the event an acceptable plan cannot be negotiated prior to expiration of the existing subcontracting plan, you contract may be terminated.

Signed: [signature]
Typed Name: R. L. Handberg
Title: Division Manager
Date: 9/8/94

Plan Approved By: [signature]
Contracting Officer

Date: 9-16-94

Memo for Record
September 13, 1994
U. S. Small Business Administration
Subcontracting Plan - Starkey Labs
Tom Clarke

I spoke with Tom Clarke regarding the above noted subcontracting plan faxed to his office on September 12, 1994. He has reviewed the plan submitted by Starkey Labs and finds their small business percentage goals and small disadvantaged business percentage goals unacceptable. Description of principal types of supplies/services not included.

I explained that Starkey Labs has a problem in subcontracting supplies/services to small and disadvantaged businesses. Most of their suppliers are large businesses and they have problems in locating small and disadvantaged business for the type of supplies needed in the manufacture of hearing aids.

Tom stated he has no problem with the plan as submitted, but in the future would like to see Starkey increase their goals for small and disadvantaged businesses.

Elaine Williams

World Headquarters
6700 Washington Ave. So.
Eden Prairie, MN
USA 55344

P.O. Box 9457
Minneapolis, MN
USA 55440

STARKEY
Laboratories, Inc.

September 8, 1994

Ms. Elaine Williams
Department of Veterans Affairs
Denver Distribution Center
PO Box 25166
Denver, CO 80225-0166

Dear Ms. Williams:

I have examined and considered your counter-offer (905C) dated September 7, 1994. As you are aware, the solicitation was presented as a 'non-negotiated' bid and as such was submitted with the lowest possible costs.

The discounts from the established 'Commercial Pricelist' dated February 7, 1994 as submitted with the Solicitation RFP 791-1-94 and displayed on "STARKEY PRICE EXHIBIT "A"" are the maximum that we can offer on the hearing aids bid.

We will however offer a 31% discount on all options included on our 'Commercial Pricelist' and will include at no-charge the CRR II option whenever ordered.

Our payment terms remain 'Net 28 days Statement Date'.

We do appreciate the business we receive from the VA and as you are aware are working very hard with the clinical staff of each VA Facility to maintain and improve the high performance and service standards that we feel the VA deserves.

Sincerely,

Dick Handberg

WATS: 800 328-8602
Tel: 612 941-6401
Fax: 612 828-9262

DEPARTMENT OF VETERANS AFFAIRS
Denver Distribution Center
PO Box 25166
Denver CO 80225-0166

In Reply Refer To: 905C

September 7, 1994

Mr. R. L. Handberg
Starkey Labs Inc.
P O Box 9457
Minneapolis, MN 55440

Dear Mr. Handberg:

We have evaluated your proposal submitted on Solicitation RFP 791-1-94 for Custom-in-the-ear hearing aids and submit the following counter-offer for your consideration:

Discounts from your established commercial pricelist dated February 7, 1994 for the following hearing aid models:

- CE 9 - 45% discount, for a net price of $134.73.
- CE H9 Half Shell - 45% discount , for a net price $178.73.
- CE L9 Low Profile - 45% discount, for a net price of $145.73.
- SA C9 Canal - 45% discount for a net price of $211.73.
- SA S9 Secret Ear - 45% discount, for a net price of $239.23.
- Freefield - 45% discount.

- 50% discount for 2nd year warranty, for a net price of $17.49.

- 38% discount on all options from your standard commercial pricelist dated February 7, 1994. (See attachment)

- 1%-30 days prompt payment discount.

- The CRR II canal resonance response shall be a no cost option to the Government. We expect all ITE hearing aids to have this feature. Correction for insertion loss is a requirement. It shall be included as a no cost option.

In basing our counter-offer, we have considered the **41%** volume of business we provide your company on your total sales, the substantial increase in our volume of business with Starkey, and a comparison of your last commercial prices vs. your current commercial prices, and a comparison of your last contract prices vs. your current offer.

We believe we have present a fair counter offer and await your positive response no later than September 8, 1994. You may fax your counter-offer, FAX number (303) 231-5009.

Sincerely,

Elaine Williams
Contracting Officer

CUSTOM IN-THE-EAR	**CE • 9** Custom ITE Series•9 Hearing Aid	$179.99
	CE • 8 Custom ITE Hearing Aid	$179.99
ITE OPTIONS	**Low Profile** CE Option	$19.99
	Half Shell CE Option	$79.99
CUSTOM CANAL	**Intra • V** Custom Canal Series•9 Hearing Aid	$319.99
	Intra • IV Custom Canal Hearing Aid	$319.99
CANAL OPTION	**SecretEar** Canal Option	$49.99
CUSTOM ITE MASKERS	**TML** CE Masker/Linear Hearing Aid	$119.50
	TMC CE Masker/Compression Hearing Aid	$99.50
	TM CE or Canal Masker	$69.50
	Shipping & Handling	$5.99
WARRANTY OPTIONS	(when purchased at time of original sale)	
	ONE Year Warranty	N/C
	TWO Year Warranty	$34.99
	THREE Year Warranty	$64.98
	FOUR Year Warranty	$89.97
SERVICE OPTIONS	**Same Day /VIP Prodution Service**	$29.99
	RUSH/1 Day Production Service	$14.99
	Guaranteed Overnight Air	$9.99
CE SHELL OPTIONS	**IROS venting**	N/C
	Full Helix	N/C
	SOFT • SEAL	$14.99
CUSTOM IN-THE-EAR OPTIONS	**Flex canal**	$14.99
	Hypoallergenic "FPC Cote"	$14.99
	Hypoallergenic Clear Lucite	$19.99
	Real Ear Probe Channel	$19.99

8/22/94 Options are only being bid on the Starkey 9 series.

[signature]
Starkey Labs. Inc

CUSTOM CANAL OPTIONS cont'd

INTRA AMPLIFIER OPTIONS cont'd

LDD Amplifier ND	$39.99	K•Amp ✓	$109.99

INTRA DISP. CONTROL OPTIONS

Variable Low Cut Potentiometer	$14.99	Tuneable Notch Filter	$39.99
Variable High Cut Potentiometer	$14.99	Resonant Peak Control	$19.99
Output Limiting Potentiometer	$14.99	Power Peak Filter	$19.99
Gain Potentiometer	$14.99	Threshold Kneepoint Pot	$19.99
Variable Compression Pot	$14.99	Compression Switch	$24.99
AGC Kneepoint Potentiometer	$19.99	Full Spectrum Low Cut	$39.99
Screw Set Volume Control	$19.99	Full Spectrum Low Cut with Switch	$44.99
		Trim Pro Switch	$24.99

CUSTOM EARMOLDS

EARMOLD STYLES

■ RECEIVER ■ 3/4 SKELETON ■ SHELL ■ CANAL LOCK ■ SKELETON ■ CANAL-ONLY ■ NON-OCCLUDING ■ HALF-SHELL

Base Price	$9.99
Shipping & Handling	$1.99

EARMOLD MATERIAL OPTIONS

Lucite Lite	N/C	Ultraflex	add $3.99
Lucite with Flex Canal	add $1.99	Poly	add $4.99
Starflex	add $2.99	Silicone	add $5.99

EARMOLD OPTIONS

		Select-A-Vent	$1.99
Universal System	$3.50	Open Bore Modifier	$1.99
Total Horn	$3.00	Bell Canal	$1.50
Libby Horn	$3.99	Parallel or Diagonal Venting	$1.00

ALL MAKE REPAIR

Repair w/6 month warranty	$48.99
Repair w/12 month warranty	$59.98
Gold Seal Service 2 Year warranty	$83.97
Shipping & Handling	$4.99

REPAIR OPTIONS

Same Day Service	$9.99	CROS/BiCROS	$29.99
1 Day Service	$4.99	Eyeglass Bone Conduction	$39.99
AMC Anti Moisture Cote	$1.99	Programmable Hearing Aids	$39.99
ANSI Response Analysis	$3.99	Custom Replate	$39.99
Recase	$29.99	Custom ITE Recase	$59.99

8/22/94 Options are only being bid on the Starkey 9 series.

STARKEY

[signature]

Starkey Labs. Inc

6700 Washington Ave. S. ■ Eden Prairie, MN55344 ■ 800 328-8602 ■ (612) 941-6401 ■ FAX: (612) 828-9262

CE AMPLIFIER OPTIONS

CUSTOM IN-THE-EAR OPTIONS

DISCOVERY II (CE•9 only)	$69.99	Class•D Amplifier	$39.99
FRC II Feedback Reduction Circuit	$19.99	Variable Release Compression	$39.99
CRR II Canal Resonance Response	$19.99	S•Amp	$69.99
HDP High Definition Power	$29.99	K•Amp ✓	$109.99
ISP Input Signal Processor	$29.99	HDP II (Nine Series only)	$49.99
OSP Output Signal Processor	$29.99	S•Amp II (Nine Series only)	$89.99
DRO Dual Receiver Option	$19.99	K•Amp II (Nine Series only) ✓	$119.99
Resolution	$109.99	LDC Low Drain Class•D	$59.99
AI Direct Audio Input	$39.99	DBB Dual Band Balancer (Nine Series only)	$69.99

CE CROS OPTIONS

CROS	$79.99	Receiver CROS	$79.99
Bi-CROS	$89.99	Power CROS w/Custom Receiver	$99.99
Deluxe Bi-CROS	$139.99	Power CROS w/Button Receiver	$99.99
Multi-CROS	$99.99	Power CROS w/Bone Oscillator and Headband	$119.99

CE DISPENSER CONTROL OPTIONS

Variable Low Cut Potentiometer	$14.99	Resonant Peak Control	$19.99
Variable High Cut Potentiometer	$14.99	Power Peak Filter	$19.99
Output Limiting Potentiometer	$14.99	Threshold Kneepoint Pot	$19.99
Gain Potentiometer	$14.99	Telephone Coil & Switch	$19.99
Variable Compression Pot	$14.99	Power Telecoil	$24.99
AGC Kneepoint Potentiometer	$19.99	Mic-Telecoil-Both Switch	$24.99
Screw Set Volume Control	$19.99	Tel. Coil & Switch w/PreAmp	$24.99
Variable Low Cut Switch	$19.99	Compression Switch	$24.99
Variable High Cut Switch	$19.99	Full Spectrum Low Cut	$39.99
Output Limiting Switch	$19.99	Full Spectrum Low Cut with Switch	$44.99
Gain Switch	$19.99	Star Coil	$24.99
Trim Pro Switch	$24.99		

INTRA SHELL OPTIONS

CUSTOM CANAL OPTIONS

IROS venting	N/C	Hypoallergenic "FPC Cote"	$14.99
Variable Vent	N/C	Hypoallergenic Clear Lucite	$19.99
SOFT•SEAL	$14.99	Real Ear Probe Channel	$19.99

INTRA AMPLIFIER OPTIONS

DISCOVERY I (INTRA•V only)	$49.99	OSP Output Signal Processor	$29.99
FRC II Feedback Reduction Circuit	N/C	TDSP Time Domain Signal Proc.	$39.99
CRR II Canal Resonance Response	N/C	Class•D Amplifier	$39.99
HDP High Definition Power	$29.99	S•Amp	$69.99
HDP II (Nine Series only)	$49.99	S•Amp II (Nine Series only)	$79.99
ISP Input Signal Processor	$29.99	K•Amp II (Nine Series only)	$119.99

8/22/94 Options are only being bid on the Starkey 9 series.

[signature]
Starkey Labs, Inc.

SECTION A - SOLICITATION/CONTRACT FORM

DECENTRALIZED SCHEDULE CONTRACT FOR:

FSS GROUP: 65
COMMODITY: HEARING AIDS, CUSTOM IN-THE-EAR (ITE)
PERIOD: OCTOBER 1, 1994 OR DATE OF AWARD, WHICHEVER IS LATER THROUGH SEPTEMBER 30, 1996

552.214-74 Solicitation Copies (MAY 1989)

To reduce cost, only one copy of this solicitation is mailed to active offerors and to addresses on our offeror's mailing list. If additional copies are required by the solicitation, you may reproduce them yourself, provided they are complete in every respect, or you may obtain them from the address specified below:

VA DENVER DISTRIBUTION CENTER
ATTN: CONTRACTING OFFICER (905C)
PO BOX 25166
DENVER, CO 80225-0166

A-FSS-12 Time for Acceptance of Offers (OCT 1988)

Offerors are requested to allow a minimum of 240 calendar days within which offers may be accepted. IF NO TIME IS SPECIFIED IN THE SPACE PROVIDED THEREFORE ON PAGE 1, IT WILL BE CONSIDERED THAT 240 CALENDAR DAYS ARE INTENDED.

A-FSS-40 Information Collection Requirements (OCT 1988)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

End of Section A - Solicitation/Contract Form

NOTE: Failure to sign clause, 52.203-8, Requirement for Certificate for Procurement Integrity (NOV 1990), located in Section K, Page 40, will result in the rejection of your offer.

(Amended, see attached)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B-FSS-98 Estimated Requirements (OCT 1988)

The figures in the "Estimated Requirements" column show (1) purchases in dollars or purchases in units as reported by the using agencies, or (2) estimates of the anticipated volume. NO GUARANTEE IS GIVEN THAT ANY QUANTITIES WILL BE PURCHASED. The absence of a figure indicates that neither reports of previous purchases nor estimates of requirements are available. (See Exhibit "A", Offerors Instruction Sheet and Section K, Discount Schedule and Marketing Data)

CLASS	COMMODITY	ESTIMATED SALES FOR A TWO-YEAR PERIOD
65	Hearing Aids: Custom In-The-Ear, including all sizes/styles of housing; certain circuits, e.g., Ultra Power, Compression, K-AMP, Adaptive Noise Reduction (ASP), High-frequency emphasis, Ultra High-Frequency; and various components, e.g., Tone, SSPL, Gain, Feedback Controls, Telephone	$24,470,000

End of Section B - Supplies or Services and Prices/Costs

8/22/94

Options pertain to the Starkey 9 series only. 8 series are not included.

Starkey Labs. Inc

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B-FSS-98 Estimated Requirements (OCT 1988)

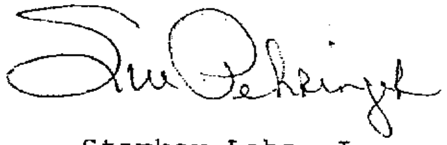
The figures in the "Estimated Requirements" column show (1) purchases in dollars or purchases in units as reported by the using agencies, or (2) estimates of the anticipated volume. NO GUARANTEE IS GIVEN THAT ANY QUANTITIES WILL BE PURCHASED. The absence of a figure indicates that neither reports of previous purchases nor estimates of requirements are available. (See Exhibit "A", Offerors Instruction Sheet and Section K, Discount Schedule and Marketing Data)

CLASS	COMMODITY	ESTIMATED SALES FOR A TWO-YEAR PERIOD
65	Hearing Aids: Custom In-The-Ear, including all sizes/styles of housing; certain circuits, e.g., Ultra Power, Compression, K-AMP, Adaptive Noise Reduction (ASP), High-frequency emphasis, Ultra High-Frequency; and various components, e.g., Tone, SSPL, Gain, Feedback Controls, Telephone	$24,470,000

End of Section B - Supplies or Services and Prices/Costs

8/22/94

Options pertain to the Starkey 9 series only. 8 series are not included.



Starkey Labs. Inc

FAX

STARKEY LABS INC
PO BOX 9457
MINNEAPOLIS, MN 55440
800-328-8602 EXT 2176
FAX 612 828-6985

TO: Elaine Williams

FROM: SUE PEHRINGER

DATE: 8/22/94

NUMBER OF PAGES (INCLUDING COVER) 7

DEPARTMENT OF VETERANS AFFAIRS
Denver Distribution Center
PO Box 25166
Denver CO 80225-0166

In Reply Refer To: 905C

August 2, 1994

R. L. Handberg
Division Manager
Starkey Labs., Inc.
Minneapolis, MN 55440

Dear Mr. Handberg:

Reference solicitation RFP 791-1-94, Custom In-The-Ear Hearing Aids. Please submit hearing aids with the following special circuits for evaluation:

Adaptive Noise Reduction (ASP)
Compression (specific type selected by vendor and adjustable compression characteristics provided where available)
K-AMP
Ultra Power with a telecoil

Attached are special test requirements applicable to each special circuit requested. The circuits should be submitted to the Chief, Audiology and Speech Pathology Service (126), VA Medical Center, 50 Irving Street N.W., Washington, D.C.

If ear impressions for KEMAR are required, please call the Chief, Audiology and Speech Pathology Service at (202) 745-8270.

Sincerely yours,

Elaine Williams
Elaine Williams
Contracting Officer

Enclosures

Post-it™ Fax Note 7671	Date	# of pages ▶
To R.L HANDBERG	From	
Co./Dept. STARKEY	Co. VA DDC	
Phone # 612-828-6985	Phone # 303-231-5025	
Fax #	Fax # 303-231-5009	

SPECIAL TECHNICAL REQUIREMENTS FOR SPECIAL CIRCUITS

A. Adaptive Noise Reduction (ASP): Effective reduction of low-frequency insertion gain at 500 Hz of at least 30 dB as input level increases from 50 - 90 dB.

B. Compression: Measured performance matches vendor's technical specifications within tolerance specified by ANSI S3.22 1987.

C. K-AMP: Effective reduction of insertion gain across the frequency range with increasing amounts of input signal level, in accordance with the K-AMP circuit manufacturer's specifications.

D. Ultra Power: Effective insertion gain throughout the frequency range with at least 35 dB gain from 500 - 2000 Hz. For the telecoil, inductive output characteristics shall approximate the microphone characteristics for lateral and vertical induction sounds.

Audiology and Speech Pathology Service

DEPARTMENT OF VETERANS AFFAIRS
Medical Center
50 Irving Street NW
Washington DC 20422

cc: Bob

Phone: (202) 745-8270
FTS: (700) 921-8270
Fax: (202) 745-8579

DATE: 8/2/94

TO: Gail Hixson

LOCATION: Denver Distrib. Center, Denver, Co

FAX #: (303) 231-5001 PHONE #:

FROM: Dr. Eleanor Wintercorn

MESSAGE:

NUMBER OF PAGES TO FOLLOW 3

Department of
Veterans Affairs

Memorandum

Date: August 2 1994

From: Coordinators, VANHAP (126)

Subj: Special ITE Circuit Evaluation

To: Contracting Officer (905C)

1. The following special circuits should be requested from the eight vendors selected for contract award:

Adaptive Noise Reduction (ASP)
Compression (specific type selected by vendor and adjustable compression characteristics provided where available)
K-AMP
Ultra Power with a telecoil
(Ultra High-Frequency is not requested)

2. When the eight vendors are contacted, please inquire if they still have ear impressions for KEMAR. If not, we will be happy to supply them with new ones.

3. Attached are the special technical requirements applicable to each special circuit requested. Please provide each vendor with this list.

4. If any additional information is needed, do not hesitate to contact us.

E. S. Wintercorn, Ph.D.
Coordinator VANHAP

L. B. Beck, Ph.D.
Associate Coordinator, VANHAP

SPECIAL TECHNICAL REQUIREMENTS FOR SPECIAL CIRCUITS

A. Adaptive Noise Reduction (ASP): Effective reduction of low-frequency insertion gain at 500 Hz of at least 30 dB as input level increases from 50 - 90 dB.

B. Compression: Measured performance matches vendor's technical specifications within tolerance specified by ANSI S3.22 1987.

C. K-AMP: Effective reduction of insertion gain across the frequency range with increasing amounts of input signal level, in accordance with the K-AMP circuit manufacturer's specifications.

D. Ultra Power: Effective insertion gain throughout the frequency range with at least 35 dB gain from 500 - 2000 Hz. For the telecoil, inductive output characteristics shall approximate the microphone characteristics for lateral and vertical induction sounds.

DEPARTMENT OF VETERANS AFFAIRS
Denver Distribution Center
PO Box 25166
Denver CO 80225-0166

April 12 1994

In Reply Refer To: 905C

U.S. Department of Labor
Office of Federal Contract Compliance Program
1801 California Street
Suite 935
Denver, CO 80202

312

Subject: Pre-Award Clearance Request

Award of a contract on Solicitation RFP 791-1-94 for Custom-In-The-Ear Hearing Aids is anticipated to the company listed below. The period of performance is October 1, 1994 through September 30, 1996. In accordance with FAR 22.805, we request a preaward EEO clearance as follows:

1. Name of company and location of corporation headquarters:

   Starkey Labs., Inc.
   6700 Washington Avenue S
   Eden Prairie, MN 55344
   (800) 328-8602

2. Estimated contract amount: Over one million dollars 5,000,000 – 8,000,000

3. Anticipated award date: August 24, 1994

4. Place(s) of performance:

   Starkey Labs., Inc.
   6700 Washington Avenue S
   Eden Prairie, MN 55344

5. Contractor's business size: Large business concern

6. Average number of employees: 2000

EEO PREAWARD GRANTED
BY [signature]
STEVEN G. SWEETSER
DIRECTOR
REGIONAL OPERATIONS DIVISION
OFCCP, REGION V
DATE 5-23-94

We appreciate your reply by May 25, 1994, to the following address:

VA Denver Distribution Center (905C)
P.O. Box 25166
Denver Colorado 80225-0166
FAX NUMBER: (303) 231-5009

Should you have any questions regarding this request, please call Elaine Williams at (303) 231-5025.

Sincerely,

Elaine Williams
Contracting Officer

, Officer: John Jones/WBB11/ext-3057 Buyer: Eric Ekberg/WBB02/ext-2790 PR-NO: YPI93125000777 NSN 6145-00-526-2711. 100 twisted pair, NO 24 AWG, plastic, shield Aluminum and jacketed 16,000-Ft Del to Mechanicsburg PA 59 Del by 21 Feb 94. 40,000-Ft Del to Memphis TN 38114-5210 Del by , IFB due date: 28 Mar 94. Specs: Rez PE-39 BFCX100-24 predominant er: Copper primary qty: 56000 destinations:1 16000 SW3100 Mechanicsburg PA 055-07892 40000 SW3500 Memphis TN 38114-5210 delivery to CONUS (excluding Alaska). Delivery schedule: 120 days adc size standard: 1000 offers will be evaluated with A 10% preference for small Disadvantaged business concerns. Dwgs/specs are not required. All responsible sources may submit offer which DISC shall consider(0038)

Defense Industrial Supply Center, 700 Robbins Ave, Phila PA 19111-5096

61 – CABLE, SPECIAL PURPOSE, ELECTRICAL, 2500 SOL SP0500-94-B-0054 DUE 032894 POC Contact: DISC-PODA:215-697-3398 for copies of Solicitation. Contracting Officer: John Jones/WBB11/ext-3057 Buyer: Eric Ekberg/WBB02/ext-2790 PR-NO: YPI93136001017 NSN 6145-01-202-9531, cable, shipboard-type NO LSTTSU-10 22,500-Ft Del to Mechanicsburg PA 17055-0789 Del by 15 DEC 93. 37,500-Ft Del to Tracy CA 95376-5000 Del by 15 DEC 93. IFB due date: 28 Mar 94. Specs: MIL-C-24643/23-04 unpredominant matter: Copper primary qty: 60000 destinations:1 22500 SW3100 Mechanicsburg PA 17055-07892 37500 SW3200 Tracy CA 95376-5000 delivery to CONUS (excluding Alaska). Delivery schedule: 120 days adc size standard: 1000 offers will be evaluated with A 10% preference for small Disadvantaged business concerns. All responsible sources may submit offer which DISC shall consider(0038)

Defense Industrial Supply Center, 700 Robbins Ave, Phila PA 19111-5096

61 – CABLE, SPECIAL PURPOSE, ELECTRICAL, 1000 SOL SP0500-94-B-0055 DUE 032894 POC Contact: DISC-PODA:215-697-3398 for copies of Solicitation. Contracting Officer: John Jones/WBB11/ext-3057 Buyer: Eric Ekberg/WBB02/ext-2790 PR-NO: YPI93176000896 NSN 6145-01-204-0544, cable (shipboard) TY NO LS2snu-19 in 13,000-Ft Del to Mechanicsburg PA 17055-0789 Del by 20 Feb 94. 7,000-Ft Del to Tracy CA 95376-5000 Del by 20 Feb 94. IFB due date: 28 Mar 94. Specs: MIL-C-24643/33-05UN (low smoke cable). Predominant matter: Copper primary qty: 20000 ft destinations:1 13000 SW3100 Mechanicsburg PA 17055-07892 7000 SW3200 Tracy CA 95376-5000 delivery to CONUS (excluding Alaska). Delivery schedule: 120 days ADC NOTE 12 applies size standard: 1000 offers will be evaluated with A 10% preference for small Disadvantaged business concerns. Dwgs/specs are not required. All responsible sources may submit offer which DISC shall co[illegible]038)

Defense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

61 – END BELL,ELECTRICAL SOL SP0451-94-R-1940 DUE 032994 POC Contact: For copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350. Contact: Sharon Blackmore/BG430/804-279-4909. Contracting Officer-Carol Martin/804-279-4230 PR-NO: YPG93340001558 NSN 6150-01-166-3874, end Bell, electrical, General Elec Co., Aerospace controls and electrical, CAGE 30221, P/N 3504234781G1 or Leland AES Inc., CAGE 0F795 P/N 35D423478G1: specifications, plans or Dwgs relating to the procurement described are not available & cannot be furnished by the GOVT. Incremental qtys-min-25/max-40 other than full & open comp., sole source, more than one source. 25-EA Del to Mechanicsburg PA 17055-0789 Del 250 days. All responsible sources may submit offer which DGSC shall consider(0038)

62 Lighting Fixtures and Lamps

Defense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

62 – FIXTURE,LIGHTING SOL SP0441-94-R-1857 DUE 050394 POC Contact: for copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350. Eva White/BW200/(804)279-3508. John W. Wilkinson (804)279-3527 PR-NO: YPG93326001121 NSN 6210-01-181-0074, fixture, lighting (steel body, plastic acrylic illumination) Lithonia lighting, CAGE 16543, PN 2GT 440 RS A12 ES, cresent lighting, CAGE 33608, PN 24WRJ44-diametalu, Cooper Ind., CAGE 17244, PN (gcasr-440A. Spec, plans, or Dwgs relating to the procurement described are not available and cannot be furnished by the GOVT. Option to increase qty-100%. (see NOTE 12). 430-EA Del to Tracy CA 95376-5000 Del 120 days ARO. 20-EA Del to Columbus OH 43216-5000 Del 120 days ARO. 450-EA Del to Memphis TN 38114-5210 Del 120 days ARO. 1,432-EA Del to Richmond VA 23297-5900 Del 120 days ARO. 160-EA Del to Ogden UT 84407-5701 Del 120 days ARO. All responsible sources may submit offer which DGSC shall consider(0038)

[De]fense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

62 – LIGHT, INDICATOR, QPL APPLIES SOL SP0441-94-R-1864 DUE 051494 POC Contact: For copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350 Eva White/BW200/(804)279-3508. John W. Wilkinson (804)279-3527 PR-NO: YPG93286001707 NSN 6210-00-284-0289, light, indicator QPL applies critical application item, IAW MIL Spec MIL-L-7961B basic dtd 55 Jun 04 Amend NR 3 dtd 76 Jul 25, IAW MIL STD MS25041, Rev G basic dtd 85 DEC 24, type NR P/N MS25041-4. Option to increase-100%. (see NOTES 9, 12, and 23). 11,000-EA Del to Tracy CA 95376-5000 Del 120 days ARO. 317-EA Del to Columbus OH 43216-5000 Del 120 days ARO. 5,000-EA Del to Memphis TN 38114-5210 Del 120 days ARO. 700-EA Del to New Cumberland PA 17070 Del 120 days ARO. 3,700-EA Del to Richmond VA 23297-5900 Del 120 days ARO. 1,948-EA Del to Ogden UT 84407-5701 Del 120 days ARO. All responsible sources may submit offer which DGSC shall consider(0038)

Defense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

62 – FIXTURE,LIGHTING, FL INDUSTRIES INC. SOL SP0441-94-R-1865 DUE 042194 POC Contact: For copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350. Eva White/BW200/(804)279-3508. John W. Wilkinson (804)279-3527 PR-NO: YPG93273000414 NSN 6210-01-183-5377, fixture, lighting American Lighting Corp., CAGE 52440, PN sfi 90LD1MW-C Pauluhn Electric Mfg Co Inc, CAGE 95405, PN SX90a Quality/MWC lighting, A sub of Jac Jacobsen Ind Inc PN SE-90lps-120/240-CP-dbz. (if top Mount required, NOTE in bid). Spec, plans or Dwgs relating to the procurement described are not available and cannot be furnished by the GOVT. Option to increase qty-100%.199-EA Del to Tracy CA 95376-5000 Del 120 days ARO. All responsible sources may submit offer which DGSC shall consider(0038)

Defense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

62 – WINDOW, LIGHTING FIXTURE, FIRST ARITCLE/PREPRODUCTION/APPROVAL, SOL SP0441-94-R-1862 DUE 051494 POC Contact: For copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350. Contact : Eva White/BW200/(804)279-3508. John W. Wilkinson (804)279-3527. PR-NO: YPG93328000922 NSN 6210-00-548-0601. window, lighting fixture frist article/preproduction/approval, contractor inspection required. IAW MIL Spec MIL-F-16377/8A basic dtd 81 Jul 29, type NR P/N M16377/8-001. IAW MIL Spec MIL-F-16377G basic dtd 81 Jun 05 Amend NR 01 dtd 81 DEC 24, type NR type 1, class 2. Option to increase qty-100%.(see NOTE 9) 4,568-EA Del to Richmond VA 23297-5900 Del 285 days ARO. All responsible sources may submit offer which DGSC shall consider(0038)

Defense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

62 – LIGHT, INDICATOR, QPL APPLIES SOL SP0441-94-R-1853 DUE 041894 POC Contact: For copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350., Eva White/BW200/(804)279-3508. John W. Wilkinson (804)279-3527 PR-NO: YPG93343000808 NSN 6210-00-558-5770, light, indicator QPL applies IAW MIL Spec MIL-L-7961B basic dtd 59 Jun 04 Amend NR 3 dtd 76 Jul 25, IAW MIL STD MS25041 Rev G basic dtd 85 DEC 24 type NR PN MS25041-3. Option to increase qty-100%. (see NOTES 9 and 23) 5,357-EA Del to Mechanicsburg PA 17055-0789 Del 120 days ARO. All responsible sources may submit offer which DGSC shall consider(0038)

Defense General Supply Center, 8000 Jeff Davis Hwy, Richmond, VA 23297-5312

62 – FLUSH LIGHT ASSEMBLY, CD-3 EQUIPMENT SOL SP0441-94-R-1866 DUE 050694 POC Contact: For copies of solicitations, (available at least 15 days from announcement, phone or write DGSC Attn:DGSC-PO Richmond VA 23297-5312 AC (804)279-3350. Eva White/BW200/(804)279-3508. John W. Wilkinson (804)279-3527 PR-NO: YPG93328000919 NSN 6210-00-118-6941, flush light assembly CD-3 Equipment Co. Inc. CAGE 64345, PN 76553 Spec, plans or Dwgs relating to the procurement described are not available and cannot be furnished by the GOVT. Incremental qty-min: 22 max: 31(see NOTES 12 and 22)22-EA Del to Tracy CA 95376-5000 Del 120 days ARO. All responsible sources may submit offer which DGSC shall consider(0038)

63 Alarm and Signal, and Security Detection Systems

Sa-Alc/Aerospace Equipment/Ldktk, 485 Roosevelt Rd, Ste #7, Bldg 171, Kelly afb, Texas 78241-6426

63 – ALARM SOL F41608-94-R-10127 DUE 032894 POC For copy, Brehm, L/ldkt/210-925-8848, For additional information contact Brehm, L/ldkt/210-925-8848 Item 0001 NSN 6340-01-329-6643 P/N: 458-59290-504. Size: 2 inches x 3 inches x 2 inches Prec Matl: Electronics Function: Form, Fit, Function: Designed to detect the presence of pre- determined amounts of smoke dust, and the like within the measuring area. The presence of any of these substance cause a change in the output signal of the device. Delivery: 90 Days ARO Ea. Applicable to: Kc135r. Destn: Kelly Afb, Texas 78241-6426. Government furnished drawings and specifications are not available. No Bid sets available. The approximate issue/response date will be 25 Feb 94. No telephone requests. Only written or faxed requests received directly from the requestor are acceptable. All responsible sources may submit a bid, proposal, or quotation which shall be considered. Authority: 10 U.S.C. 2304(C)(1). Justification: Supplies (or Services) required are available from only one or a limited number of responsible source(s) and no other type of supplies or services will satisfy agency requirements. See Note (s) 22. (0038)

65 Medical, Dental and Veterinary Equipment and Supplies

Directorate of Contracting, Fitzsimons Army Medical Center, ATTN: HSHG-DCC, Aurora, CO 80045-5001

65 – NOTICE OF INTENT TO AWARD SOLE SOURCE CONTRACT TO STERIS CORPORATION FOR THREE LOW TEMPERATURE STERILE PROCESSING SYSTEMS SOL DADA03-94-R-0007 DUE 032594 POC Laura Morris, Contract Specialist, (303)361-8012 or Emily J. Mathis, Contracting Officer, (303)361-8012. The Government plans to issue a solicitation to the Steris Corporation to purchase, on a sole source basis, three Steris Low Temperature Sterile Processing Systems, as follows: one each Steris Model G1000, one each Steris Model G2000, and one each Steris Model G2070. Fitzsimons Army Medical Center has a minimum need for a low temperature sterile processing system which will not harm surgical scopes and camera equipment, and which completes the sterilization process in a relatively quic[k] period (30-40 minutes), since the surgical scopes and equipment are re-used f[or] several surgical cases per day. Other required features: (1) 110V - 120V 60 H[z] operation, (2) Computer printout shall be generated after each cycle to guarantee th[at] all parameters for sterilization have been met. The three parameters are tim[e,] temperature, and concentration. (3) Systems shall have visual means for the user [to] check that acid has been aspirated out of the cup. Steris is the only firm whose steri[le] processing systems meet all of the Government's requirements. Steris has been issued five U.S. patents on their low temperature processing systems; patents were issued between 1985 and 1992. If any firm other than Steris believes they have sterile processing systems which meet all of the Government's requirements, the firm should submit EVIDENCE OF CAPABILITY in the form of descriptive literature which clearly shows that all required salient features are met. If a firm requests a solicitation but does not furnish evidence of capability, the request will not be honored. After receiving the solicitation, all responsible sources may submit an offer which will be considered by the Government. All requests for solicitations must be submitted in writing. See Numbered Note(s): 22. (0038)

VA Denver Distribution Center, 730 Simms Street, Room 147, Lakewood, CO 80401

65 – CUSTOM IN-THE-EAR HEARING AIDS SOL RFP 791-01-94 DUE 032594 POC Contact Point, Elaine Williams, (303)231-5025 The VA Denver Distribution Center, intends to negotiate contracts for custom In-The-Ear Hearing Aids. Solicitation package will be issued on February 22, 1994. This procurement is open to small and large businesses. All requests must be in writing on company letterhead with point of contact. No telephone requests will be honored. Trade agreement note 12 applies. A pre-proposal conference will be held at the VA Denver Distribution Center, 730 Simms Street, Room 147, Denver, Colorado 80401 on March 9, 1994, between 1:00 p.m. to 3:30 p.m. Offers due March 25, 1994 at 4:00 p.m. Mountain Time. (0038)

Defense Personnel Support Center, 2800 S 20Th Street, Phila PA 19101-8419

65 – OPERATING TABLE, PEDASTAL HOSPITAL SOL SP0200-94-R-8052 DUE 032294 POC Contact: Receptionist 215-737-3100 See NOTE: Total qty 9 each, U/I each, Del to DD Mech, PA 30 Day RFP-issued O/A 022294, sched Del per bng August 1994, contact Proc. Agnt, Barbara Lessner, on 215-737-5549, or CONTR. Offcr, Santa Delisi, on 215-737-5549 approx. Bid opening dte is 032294. This is only an EST. Dte. All responsible sources may submit A proposal which shall be considered by the agency. Solicitation requests may be transmitted via: Facsimile 215-72228. Attn: DPSC-MPO bid Officer . All responsible sources may submit offer which DPSC shall consider(0038)

Chief, Acquisition and Materiel Management (90C), VA Medical Center, One Veterans Drive, Minneapolis, MN 55417

65 -- MEDICAL, DENTAL, AND VETERINARY EQUIPMENT AND SUPPLIES SOL RFP 618-68-94 DUE 031894 POC Contact Point, MAVIS E. NELSON, (612)725-2189, Contracting Officer, MAVIS B. NELSON, (612)725-2189, Additional Contact, JANICE M. BYRD, (612)725-2189 Provide Brand Name or Equal Difco Laboratories ESP Blood Culture with Detection instrumentation, data management system, aerobic/anaerobic bottle sets; and disposable connectors as necessary to VA Medical Center, Minneapolis, MN on a purchase or rental basis; purchase of bottle will be for a three-year period. Request solicitation in writing or by fax at 612-725-2072. (0035)

Defense Personnel Support Center, 2800 S 20Th Street, Phila PA 19101-8419

65 -- TUBING STERILIZATION SOL SP0200-94-R-8053 DUE 032294 POC Contact: Receptionist 215-737-3100 See NOTE: This is an IDQ contract or indefinite quantity contract, Del to various destns, U/I Ft, 30 Day RFP-issued O/A 022294, dur of contract per is 90 days after awd of contract, unrest acq with eval pref for SDB concerns, contact Proc. Agnt, Barbara Lessner, on215-737-5649, or CONTR OFFCR Santa Delisi, on the same, . All responsible sources may submit A proposal which shal[l] be considered by the agency. All responsible sources may submit offer which DPSC shall consider(0038)

66 Instruments and Laboratory Equipment

Oc-Alc/Dir Of Contracting/Commodities, 3001 Staff Dr Ste 2ah77a, Tinker Air force Base Ok 73145-3028

66 – PANEL MODE SELECTOR ILLUMINATED SOL F34601-94-R-41380 DUE 032594 POC For copy, OC-ALC/PKXDA TINKER AFB OK 73145-3015, For

OMB Approval No. 9000-0008

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) — RATING — PAGE 1 OF 87 PAGES

2. CONTRACT NO.

3. SOLICITATION NO.: RFP 791-01-94

4. TYPE OF SOLICITATION: [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)

5. DATE ISSUED: 02-22-94

6. REQUISITION/PURCHASE NO.

7. ISSUED BY — CODE

Department of Veterans Affairs
Denver Distribution Center
730 Simms Street, Room 147
Lakewood, CO 80401

8. ADDRESS OFFER TO (If other than Item 7)

Department of Veterans Affairs
Denver Distribution Center
P O Box 25166
Denver, CO 80225-0166

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7 until 4:00 PM local time (Hour) March 25, 1994 (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Elaine Williams — B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS): (303) 231-5025

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
		PART I — THE SCHEDULE				PART II — CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1-2	X	I	CONTRACT CLAUSES	17-27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			PART III — LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-6	X	J	LIST OF ATTACHMENTS	28
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X	E	INSPECTION AND ACCEPTANCE	8				
X	F	DELIVERIES OR PERFORMANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	29-50
X	G	CONTRACT ADMINISTRATION DATA	10-13	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	51-54
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ______ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	0 %	0 %	0 %	0 %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE — FACILITY

Starkey Labs. Inc
PO Box 9457
Minneapolis, MN 55440

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

R. L. Handberg
Division Manager

15B. TELEPHONE NO. (Include area code): 612-828-9108

15C. [ ] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE: [signature]

18. OFFER DATE: 3/23/94

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) — ITEM

24. ADMINISTERED BY (If other than Item 7) — CODE

25. PAYMENT WILL BE MADE BY — CODE

Plf FOIA Resp 000472

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

33-134

STANDARD FORM 33 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

SECTION A - SOLICITATION/CONTRACT FORM

DECENTRALIZED SCHEDULE CONTRACT FOR:

FSS GROUP: 65
COMMODITY: HEARING AIDS, CUSTOM IN-THE-EAR (ITE)
PERIOD: OCTOBER 1, 1994 OR DATE OF AWARD, WHICHEVER IS LATER THROUGH SEPTEMBER 30, 1996

552.214-74 Solicitation Copies (MAY 1989)

To reduce cost, only one copy of this solicitation is mailed to active offerors and to addresses on our offeror's mailing list. If additional copies are required by the solicitation, you may reproduce them yourself, provided they are complete in every respect, or you may obtain them from the address specified below:

VA DENVER DISTRIBUTION CENTER
ATTN: CONTRACTING OFFICER (905C)
PO BOX 25166
DENVER, CO 80225-0166

A-FSS-12 Time for Acceptance of Offers (OCT 1988)

Offerors are requested to allow a minimum of 240 calendar days within which offers may be accepted. IF NO TIME IS SPECIFIED IN THE SPACE PROVIDED THEREFORE ON PAGE 1, IT WILL BE CONSIDERED THAT 240 CALENDAR DAYS ARE INTENDED.

A-FSS-40 Information Collection Requirements (OCT 1988)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

End of Section A - Solicitation/Contract Form

NOTE: Failure to sign clause, 52,203-8, Requirement for Certificate for Procurement Integrity (NOV 1990), located in Section K, Page 40, will result in the rejection of your offer.

(Amended, see attached)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B-FSS-98 Estimated Requirements (OCT 1988)

The figures in the "Estimated Requirements" column show (1) purchases in dollars or purchases in units as reported by the using agencies, or (2) estimates of the anticipated volume. NO GUARANTEE IS GIVEN THAT ANY QUANTITIES WILL BE PURCHASED. The absence of a figure indicates that neither reports of previous purchases nor estimates of requirements are available. (See Exhibit "A", Offerors Instruction Sheet and Section K, Discount Schedule and Marketing Data)

CLASS	COMMODITY	ESTIMATED SALES FOR A TWO-YEAR PERIOD
65	Hearing Aids: Custom In-The-Ear, including all sizes/styles of housing; certain circuits, e.g., Ultra Power, Compression, K-AMP, Adaptive Noise Reduction (ASP), High-frequency emphasis, Ultra High-Frequency; and various components, e.g., Tone, SSPL, Gain, Feedback Controls, Telephone	$24,470,000

End of Section B - Supplies or Services and Prices/Costs

SECTION C - DESCRIPTION/SPECS/WORK STATEMENTS

Description

1. HEARING AIDS, CUSTOM IN-THE-EAR (ITE).

A TOTAL OF FIVE hearing aids shall be submitted per contractor. TWO designed for two sets of audiological data requiring a broadband response; ONE designed for a set of audiological data requiring a high-frequency emphasis circuit; and TWO designed for specified matrices.

A TOTAL OF EIGHT contractors will be awarded contracts.

NOTE: Aids with special circuits, e.g., Ultra Power, Compression, K-AMP, Adaptive Noise Reduction (ASP), and Ultra High-frequency, will be requested for evaluation only from the eight contractors awarded contracts on the basis of the performance of the five instruments submitted for this solicitation.

1a. Physical Characteristics: Unit shall include a microphone, transmitter, and internal receiver housed within a custom earmold, and a carrying case. The In-the-Ear (ITE)/earmold unit shall fit comfortably and not protrude from the frontal plane of the concha. Adjustable controls such as tone, Saturated Sound Pressure Level (SSPL), etc. shall be available, easily accessible, and clearly marked. Batteries shall not be included. Minimum shade/color availability shall be dark and light. Serial numbers shall be imprinted or engraved clearly and directly on the exterior of the hearing aid cases (chassis). ~~All serial numbers shall begin with the year of manufacture.~~ Hearing aids shall be designed to use commercially available batteries. Volume controls (VC) shall be easily rotatable. It is preferred that serial numbers begin with the year of manufacture. (Amended, see attached)

Offeror to specify:

Model Offered	Battery Type	Color of ~~Transmitter~~ CASE (Amended, see attached)	Best Price Offered
See Starkey Price Exhibit "A"	13,312	See Order Form	$ See Starkey Price Exhibit "A" Each

1b. General Technical Requirements:

Low harmonic distortion* at all frequencies shall be less than 10 percent. (Note: Harmonic distortion will not be measured for aids with high-frequency emphasis circuitry.)

Equivalent input noise level* shall not exceed 29 dB.

Tone control shall reduce amplification in the low frequencies by at least 10 dB at 500 Hz and 5 dB at 1000 Hz. (Note: Requirement not applicable to high-frequency emphasis aids since no amplification is desirable at 500 and 1000 Hz.)

Power or output control shall reduce the saturation sound pressure level by no less than 10 dB.

Frequency response shall compensate for insertion loss as evidenced by the absence of an antiresonance peak in the 2800 Hz range (tolerance +/- 3 dB).

Frequency response slope between 1000 Hz and 4000 Hz shall not exceed -3 dB (i.e., not more negative) except for aids with more than 50 dB gain at the reduced VC setting for the frequency range of 500 - 2000 Hz and aids with high-frequency emphasis circuitry.

Aids with less than 50 dB insertion gain at the reduced volume control settings for the frequency range 500-2000 Hz shall have effective gain from 3000-5000 Hz; i.e., the gain in this range, represented by the midpoint gain values of bands 16, 17, 18, and 19, cannot be 6 dB (or more) less than the midpoint gain value of band 15 (2660 Hz).

Aids with linear circuitry shall have the frequency response shape preserved as a function of VC rotation.

~~Aids with linear circuitry shall have the frequency response shape preserved at input levels from 50-90 dB SPL~~

~~Aids shall have a high coherence function (≥ 0.9) at 80 and 85 dB SPL input levels.~~
Aids shall have a high coherence function (≥0.9) at 70 db SPL input level
NOTE: * See Exhibit B. (Amended, see attached)

1c. Special Technical Requirements:

High-frequency emphasis circuit

The low profile hearing aid shall be provided with venting consistent with the contractor's fitting rationale.

There shall be a minimum average gain of 15 dB across the frequency range from 2000 to 4000 Hz at the reduced volume control setting.

1d. Fitting Rationale Requirements:

A formula based upon the National Acoustic Laboratories (NAL) or Prescription of Gain/Output (POGO) formula which allows calculation of insertion gain for the frequencies, 250, 500, 1000, 2000, 3000, and 4000 Hz, at the use and maximum volume control settings. Smooth interpolation is required between these frequencies. Other considerations affecting gain such as binaural use and user experience shall be included.

Formulae to calculate SSPL by frequency and for a broadband signal such as speech.

An explanation of determining factors which guide the selection of the following additional features: slope, compression, venting, and canal length.

An explanation of the operational range of the following potentiometer controls: tone, SSPL, gain, feedback, and compression. The settings of these controls at the extremes of the operational range shall be specified.

1e. Matrix Book Requirements:

An explanation of how the various electroacoustics are displayed (a guide to using the matrix book) shall be included.

A graphic display of all gain, SSPL, and slope combinations shall be included.

A graphic display of all special circuits, (e.g., ultra power, K-AMP) shall be included.

A graphic display of the specific effects of the operational range of potentiometer controls on each gain, SSPL, and slope combination as well as for each special circuit shall be included. Graphic displays of generic effects of potentiometer controls are not acceptable.

For each graphic display, the input stimulus, the coupler type, and the volume control setting shall be clearly noted.

Correction factors and/or simulated in-situ data for conversion of matrix specifications obtained on a 2cc coupler to real-ear data shall be included.

The 2cc Coupler in a Frye test box, according to ANSI S3.22 1992, will be used to evaluate the matrix aid selections.(Amended, see attached)

End of Section C - Description/Specs/Work Statement

SECTION D - PACKAGING AND MARKING

D-FSS-456 Packaging and Packing (APR 1984)

(a) Packaging. Shall be in accordance with accepted commercial practice.

(b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

Address Label/Markings shall contain the correct and complete address for the designated "Ship-to" Clinic destination.

Ink and Labels Ink used shall be permanent and withstand normal abrasion without smudging or smearing; and shall be uniform and legible, providing definite contrast with package/container color. Labels are acceptable when applied with secure and waterproof adhesive in a manner that precludes separation from the package in shipment.

End of Section D - Packaging and Marking

SECTION E - INSPECTION AND ACCEPTANCE

52.252-2 Clauses Incorporated by Reference (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

52.246-2 Inspection of Supplies - Fixed-Price (JUL 1985)
52.246-16 Responsibility for Supplies (APR 1984)

852.210-72(a) Rejected Goods (NOV 1984)

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies which have been rejected will be charged to the contractor's account.

End of Section E - Inspection and Acceptance

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 Clauses Incorporated by Reference (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

52.212-9 Variation in Quantity (APR 1984)
52.247-34 F.O.B. Destination (JAN 1991)

F-FSS-285 Waiver of Delivery Schedule (APR 1984)

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (i) delay by the Government in terminating for default; (ii) acceptance of delinquent deliveries; and (iii) acceptance or approval of samples submitted either after default in delivery or in insufficient time for the Contractor to meet the delivery schedule.

(b) Any assistance rendered to the Contractor on this contract or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages, and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under subject contract.

Time of Delivery

Delivery is required to be made at destination within 10 days after date of receipt of purchase order.

End of Section F - Deliveries or Performance

SECTION G - CONTRACT ADMINISTRATION DATA

G-FSS-913 Contractor's Billing Responsibilities (APR 1984)

The Contractor is required to perform all billings made pursuant to this contract. However, if the contractor has dealers which participate on the contract, and the billing/payment process by the contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used:

Where dealers are allowed by the contractor to bill Government agencies and accept payment in the contractor's name, the contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement which will require dealers to :

(1) Comply with the same terms and conditions regarding prices as the contractor, for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer which includes:

(a) the date of sales,

(b) the agency to which the sale was made,

(c) the product/model sold,

(d) the quantity of each product/model sold,

(e) the price at which it was sold, including discounts, and

(f) all other significant sales data;

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payment in the name of the contractor, in care of the dealer.

An agreement between a contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government. Price reductions made by a participating dealer on sales to the Government under the contract will result in an overall price reduction being assessed against the contractor as provided for in the Price Reduction Clause.

CERTIFICATION

I certify that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions regarding prices of the contract including the provision listed above.

N/A

Name | Date

G-FSS-914-B Contractor's Remittance (Payment) Address (OCT 1988)

Offeror shall indicate below the payment address to which Government checks should be mailed for payment of proper invoices submitted under any resultant contract. If the remittance (payment) address is the same as the offeror address at Block 15A of Page 1 (Standard Form 33) of this solicitation, the offeror shall insert below, the words: "Remittance address is the same as that shown on Block 15A of SF 33".

If the remittance address differs from an order placement address (other than offeror address) the order placement address must be shown below.

REMITTANCE ADDRESS	OTHER PLACEMENT ADDRESS
"Remittance address is the same as that shown on Block 15A of SF 33"	

All offerors are cautioned that if the remittance (payment) address shown on an invoice differs from that shown above, the address above will govern. Payment to any other address will require an administrative change to the contract.

PLEASE NOTE: All purchase orders placed against the Decentralized Schedule Contract are to be paid by the individual agency placing the order. Each purchase order will cite the appropriate agency payment address and proper invoices should be sent to that address.

Contact for Contract Administration

Offerors are required to designate a person to be contacted for prompt contract administration.

NAME Sue Pehringer

TITLE Governmental Services Coordinator

ADDRESS PO Box 9457

Minneapolis, MN ZIP CODE 55440

AREA CODE 612 TELEPHONE NUMBER 828-9176

TOLL FREE NUMBER 800-328-8602 FAX 612-828-6985

Contractor's Report of Orders Received

(a) Contractors shall furnish quarterly the dollar value (rounded to the nearest whole dollar) of all Government agencies' and Government Contractor's orders received during the preceding 3-month period to include any partial month.

(b) The report is due in the office specified below 15 days following the completion of the reporting period or completion of the contract. A report is required even when no billings or invoices are issued or no orders received during the reporting periods.

Report Periods: Oct - Dec 1994
Jan - Mar 1995
Apr - Jun 1995
Jul - Sep 1995
Oct - Dec 1995
Jan - Mar 1996
Apr - Jun 1996
Jul - Sep 1996

(c) The Government reserves the right to inspect without further notice, such records of the Contractor as pertain to sales under any contract resulting from this solicitation. Willful failure or refusal to furnish the required reports or falsification thereof, shall constitute sufficient cause for terminating the contract for default under FAR 52.249-8, Default (Fixed-Priced Supply and Service).

(d) The report shall be forwarded to the following address:

VA DENVER DISTRIBUTION CENTER
ATTN: CONTRACTING OFFICER (905C)
PO BOX 25166
DENVER, CO 80225-0166

Novation and Change-of-Name Agreements

If during the performance of resultant contract you wish the Government to recognize (1) a successor in interest to the contract or (2) a name change, you must submit as soon as possible a written request to the Contracting Officer so that the necessary paperwork can be processed as required under FAR Subpart 42.12 Novation and Change-of-Name Agreements.

Delivery Information

Delivery schedules specified on purchase orders issued against this contract are the dates material is due-in, not the shipping dates. Purchase orders placed under resulting contracts will be issued by the VA Denver Distribution Center, Denver, Colorado, FOR VA REQUIREMENTS ONLY. VA ship to points will be noted on purchase orders. Refer to Exhibit "D" of this solicitation for complete addresses. Other Government Agencies shall place their purchase orders directly with contractors on contract, and the delivery address shall be shown on the orders placed. Listed below is the address for the VA Denver Distribution Center.

MAIL & PARCEL POST

VA DENVER DISTRIBUTION CENTER
PO BOX 25166
DENVER, CO 80225-0166

MOTOR AND U.P.S.

VA DENVER DISTRIBUTION CENTER
730 SIMMS STREET, ROOM 149
LAKEWOOD, CO 80401

Procedure: (VA Orders Only)

(a) VA Audiology Clinics will submit to the Contractor an ear impression and audiological requirements. The Contractor will retain the audiological requirements and ear impression pending receipt of a purchase order from the VA Denver Distribution Center (DDC), Denver, Colorado 80223. Purchase orders will be faxed or mailed to the Contractor. Upon receipt of the purchase order from DDC, the contractor shall fabricate the hearing aid and ship the instrument to the requesting VA Audiology Clinic, enclosing original invoice plus one copy. NOTE: **Contractors are advised that invoicing will be centralized in the future.**

(b) The original invoice shall be certified by the receiving VA Audiology Clinic and promptly forwarded to DDC. Contractor agrees that the DDC is designated as the billing office as defined in 52.232-25(a)(2)(i) and (ii) for purposes of determining date of receipt of custom hearing aids delivered to VA facilities under the terms of this contract. Date stamp annotation by the DDC upon receipt of the certified invoice from the receiving VA Audiology Clinic will initiate the time frames for any 30-day time discount terms and other prompt payment act provisions.

(c) Billing invoice submitted by contractor must contain and clearly present the following information:

(1) Contractor's invoice number,

(2) Complete purchase/delivery order number,

(3) Name and address for bill-to office (DDC),

(4) Name and address for ship-to clinic,

(5) Veteran user name,

(6) Hearing aid make, model, and serial number as appears on hearing aid,

(7) Components included in delivered aid (specified using terms as indicated in contract),

(8) Hearing aids and components prices will be itemized by aid,

(9) Date of shipment of aid(s).

(d) Credit memos for aids returned to contractor require the same information as indicated for the billing invoice, and must also reference the applicable original purchase order number.

(e) Within 30 days from contract award, contractors shall forward the following to each VA Audiology and Speech Pathology Service listed in Exhibit "D":

(1) A set of available technical data and matrices for each Custom In-The-Ear model awarded.

(2) Postage-paid mailing labels, shipping boxes, and order forms for the duration of the contract.

(3) A set of available technical data and matrices including schematics of internal circuitry and illustrated parts breakdown will be furnished to the VA Denver Distribution Center (DDC) Electronics Laboratory.

NOTE: Technical information such as circuit diagrams and schematics required by DDC, will be considered "confidential" by the Government.

End of Section G - Contract Administration Data

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Scope of Contract

This contract is in effect for a period of two years, and provides for the normal supply requirements of all VA Medical facilities and Other Government Agencies for delivery in the 50 States, Washington, D.C. and Puerto Rico. Resultant contracts will be used as a mandatory source by the VA, and as a nonmandatory source for other Government Agencies for the items listed herein. Articles will be ordered from time to time in such quantities as needed to fill agency requirements determined in accordance with currently applicable supply procedures. As it is impossible to predetermine the precise quantities that will be needed during the contract term, each contractor whose offer is accepted will be obligated to deliver all articles and services of the kinds contracted for that may be ordered during the contract term. Prices awarded will remain in effect for the contract period without an increase in prices.

Pre-Market Approval

Any device that has not received full pre-market approval by the Food and Drug Administration shall not be considered for award under this solicitation. Items that have been given Investigational Device exemptions will not be considered for award.

FDA's address for Registration and Listing Materials:

U.S. FOOD AND DRUG ADMINISTRATION
CENTER FOR DEVICES AND RADIOLOGICAL HEALTH, HFZ-342
8757 GEORGIA AVENUE
SILVER SPRINGS, MD 20916
TELEPHONE No. (301) 427-7190

Product Modification, Removal, or Recall

If any product receiving an award on this solicitation requires modification, is removed or recalled by the contractor, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor:

a. Notify Contracting Officer, VA Denver Distribution Center (905C), PO BOX 25166, Denver, CO 80225-0166, in writing, by the most expeditious manner possible. Provide two copies of the notification which shall include, but not be limited to the following:

(1) Complete item description and/or identification, order numbers from customers, and the contract number assigned as a result of an award on this solicitation.

(2) Reasons for modifications, removal or recall.

(3) Necessary instructions for return for credit, replacement or corrective action.

b. Provide the above information to Other Government Agencies and VA Facilities who purchased the product.

c. VA Denver Distribution Center (905C), shall be provided a copy of the notification in b. above, and a list of Other Government Agencies and/or VA facilities notified.

Modifications

If, after award, the Contractor wishes to modify the contract, e.g., to add or delete products, offer price reductions, or otherwise make revisions, the Contractor shall submit two (2) copies of the proposed changes and the reasons therefor to the Contracting Officer for consideration. If the required information, as detailed in (a) through (d) below, is not submitted, the modification request will be returned without action.

(a) Additional items. Additional items may be added only when the items offered fall under the same category on which the Contractor received award. "Discount Schedule and Marketing Data" information as required with original offer; product literature and all applicable published pricelists; and production point and delivery time on the new item(s) shall be furnished. Pricelists shall include effective date. Details of all discounts and pricing plans offered to any customer and sales data substantiating commerciality of the products offered must be submitted. If all discounts, terms and conditions are the same as the initial award, a statement to that effect is required. A certification that no discounts in excess of those disclosed in the modification request have been offered to any customer is also required. Consideration for adding items will be given six (6) months into the contract period, and every six (6) months after that for multi-year contracts.

(b) Deletion. State reason for requesting deletion. The Government reserves the right to reject any subsequent offer of a substantially equal or the same item at a higher price during the same contract period if, in the opinion of the Contracting Officer, the higher price is unreasonable when compared with that of the deleted item.

(c) Price Reduction. State whether in conformity with criteria in (i) or (ii) of subparagraph (b)(3) of the special clause titled "Price Reductions". If type (i) reduction applies, submit copy of date commercial pricelist. If type (ii) reduction applies, submit copies of the applicable pricelists, Contractor bulletins or letters and customer agreements which detail data regarding the effective date, duration, terms and conditions of the price reduction.

(d) Revision of Commercial Pricelist. If, after award and no later than 30 calendar days prior to the start of the schedule contract period, the Contractor changes the established commercial catalog or market pricelist on which the contract was awarded, and furnished the new pricelist to the Contracting Officer, the new pricelist, if deemed valid and reasonable by the Contracting Officer, may be substituted for the original pricelist provided (1) the Contractor certifies in writing that the new commercial pricelist is or will be in effect prior to the start of the contract period, and (2) that the discount(s) offered to the Government, as awarded, remain in the same ration to those available to commercial customers.

(e) Effective Dates. The effective date of any modification is the date specified in the modification.

From Modification dated 2/22/94
Amendment No. 1

Guarantees

Con't page 16
Adding paragraph

Additional Components (within two year guarantee)

The clinic will request a purchase order for the new option. The Denver Distribution Center will open a new purchase order per clinic request and forward to contractor. The contractor should forward original invoice plus one copy to the VA Audiology Clinic for certification. Invoice should be itemized listing component added, charges, and serial number changes if applicable. In the event that the additional modification fails to effect the desired improvement, the VA Audiology Clinic shall be allowed to return the hearing aid within 30 days, for further modification or notify the contractor that the hearing aid cannot be utilized by the veteran.

Warranty

Con't page 16
Change

Warranty (VA orders only) (Within 90 days)

The contractor agrees that upon receipt of the Custom In-The-Ear hearing aid by the VA Audiology Clinic, a 90-day period will commence in which to determine whether the hearing aid received provides the veteran with the desired improvement in hearing. If within the 90-day period, the VA Audiology Clinic determines that the hearing aid is inadequate or that modification are required, the hearing aid will be returned to the contractor for modification or credit. In the event that the additional modification fails to effect the desired improvement, the VA Audiology Clinic shall be allowed to return the hearing aid within 30 days, for further modification or notify the contractor that the hearing aid cannot be utilized by the veteran.

1. Model Change:

Contractor will credit entire purchase order. Clinic will re-order new aid. Denver Distribution Center will open new purchase order and forward to contractor. Contractor will re-invoice and forward original invoice plus one (1) copy to clinic for certification.

2. Modification:

(a) Any change that requires the contractor to change the serial number: The contractor will credit entire purchase order. Clinic will re-order new aid. Denver Distribution Center will open new purchase order and forward to contractor. Contractor will re-invoice and forward original invoice plus one (1) copy to clinic for certification.

Con't Warranty page 2

3. Changes Prior to Invoicing

For any change **PRIOR** to invoicing, contractor will contact clinic for authorization and clinic will notify Denver Distribution for the authorized change. DDC will adjust the original purchase order.

4. Return Aid for Credit

When the hearing aid cannot be utilized by the veteran within the 90 day warranty period, the VA Audiology Clinic will send the aid back to the contractor requesting a credit. The contractor will issue a credit memo to Denver Distribution Center within 30 days after receipt of aid.

Guarantees

The contractor guarantees the hearing aid, components, and accessories against defective material, workmanship, and performance for a period of two (2) years from date of issuance to beneficiary (veteran). The contractor agrees to furnish, without cost to the Government, replacement of all parts and materials which are found to be defective during the guarantee period to include recasing for reasons of defect, damage, or unsatisfactory fit. Replacement of material and parts will be furnished to the Government at the point specified in the service request. Cost of replacement material and parts shall be borne by the contractor. Contractor agrees to replace, without cost to the Government, an instrument for reasons of loss once during the two (2) year guarantee period. In addition, any contractor awarded a contract under this solicitation shall be required to maintain repair services and raw parts for five years.

Warranty (VA Orders Only)

The Contractor agrees that upon receipt of the Custom In-The-Ear hearing aid by the VA Audiology Clinic, a 90-day period will commence in which to determine whether the hearing aid received provides the veteran with the desired improvement in hearing. If within the 90-day period, the VA Audiology Clinic determines that the hearing aid is inadequate or that modifications are required, the hearing aid will be returned to the Contractor for modification or credit, at no additional expense to the VA.

Additional Components:

If additional components are requested by the VA Audiology Clinic, the aid will be returned to the contractor. The VA Audiology Clinic will request a purchase order be issued by the VA Denver Distribution Center (DDC) for the requested component(s). The contractor should forward original invoice plus one copy to the VA Audiology Clinic for certification. Invoice should be itemized listing component added and charges if applicable. In the event that the additional components and/or modifications fail to effect the desired improvement, the VA Audiology Clinic shall be allowed to return the hearing aid within 30 days, for further modification or notify the contractor that the hearing aid cannot be utilized by the veteran.

Returning Aid for Credit

When the aid cannot be utilized by the veteran, the VA Audiology Clinic will send the aid back to contractor requesting a credit. The contractor will issue credit memo to DDC within 30 days after receipt of credit request.

End of Section H - Special Contract Requirements